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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
KING ISAAC UMOREN,  
  
Defendant.

2:19-CR-064-APG-NJK

**United States of America's Motion for an  
Interlocutory Order of Sale of 991 Feather  
Haven Court, Henderson, Nevada 89011  
and Order**

(ECF No. 46)

The United States moves this Court to issue an Order for an Interlocutory Sale of the real property held in the name of, listed in the Indictment (ECF No. 1).

991 FEATHER HAVEN COURT, HENDERSON, NEVADA 89011, APN 160-33-616-005, MORE PARTICULARLY DESCRIBED AS:

**PARCEL I:**

LOT EIGHT (8) IN BLOCK TWO (2) OF AMENDED PLAT OF A PORTION OF TWO CROWS UNITS 1, 2, 3 AND 4, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 85 OF PLATS, PAGE 23, AND AMENDED BY CERTIFICATE OF AMENDMENT RECORDED DECEMBER 1, 1998 IN BOOK 981201 OF OFFICIAL RECORDS AS DOCUMENT NO. 01274, AND THEREAFTER AMENDED BY CERTIFICATE OF AMENDMENT RECORDED APRIL 19, 1999 IN BOOK 990419 AS DOCUMENT NO. 00496, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM AND GRANTING HERETO AN EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE LOTS WITHIN SAID SUBDIVISION DELINEATED AS "PRIVATE DRIVE AND UTILITY EASEMENT" ON THE PLAT OF SAID SUBDIVISION.

**PARCEL II:**

A NON-EXCLUSIVE RIGHT AND EASEMENT OF INGRESS TO, EGRESS FROM AND ENJOYMENT OF THE COMMON ELEMENTS AS SHOWN IN

1 THAT CERTAIN "DECLARATION OF PROTECTIVE COVENANTS,  
2 CONDITIONS AND RESTRICTIONS AND GRANT OF RESERVATION OF  
3 EASEMENTS FOR EAST HAWLEYWOOD OWNERS ASSOCIATION"  
4 RECORDED AUGUST 4, 1998 IN BOOK 980804 AS DOCUMENT NO. 01812, OF  
5 OFFICIAL RECORDS, CLARK COUNTY, NEVADA, TOGETHER WITH ANY  
6 AND ALL IMPROVEMENTS AND APPURTENANCES THEREON. APN: 160-33-  
7 616-005

8 (all of which constitutes property).

9 Through the Interlocutory Order of Sale, the United States requests this Court to  
10 authorize Doug Sawyer to sell the property through one of its approved methods.

11 This Motion is made and is based on the papers and pleadings on file herein and the  
12 attached Memorandum of Points and Authorities.

### 13 **MEMORANDUM OF POINTS AND AUTHORITIES**

#### 14 **I. STATEMENT OF THE CASE**

##### 15 **A. Procedural History**

16 On March 20, 2019, the Grand Jury returned a 16-Count Criminal Indictment  
17 (Indictment) (ECF No. 1), charging King Isaac Umoren (Umoren) in Counts 1 through 6  
18 with wire fraud in violation of 18 U.S.C. § 1343; in Counts 7 through 11 with aggravated  
19 identity theft in violation of 18 U.S.C. § 1028A(a)(1) with 1028A(c)(5) and 18 U.S.C. §  
20 1343; and in Counts 12 through 16 with money laundering in violation of 18 U.S.C. § 1957  
21 and alleging forfeiture pursuant to 18 U.S.C. § 981(a)(1)(A) with 28 U.S.C. § 2461(c); 18  
22 U.S.C. § 981(a)(1)(C) with 28 U.S.C. § 2461(c); 18 U.S.C. § 982(a)(1); and 21 U.S.C. §  
23 853(p).

24 The court scheduled the jury trial for May 20, 2019 (ECF No. 21). Umoren  
25 requested to continue the trial to have more time to review the case, and the court granted  
26 it, scheduling the jury trial for September 23, 2019 (ECF Nos. 22, 23). The government  
27 requested to continue the trial to allow for new defense counsel to review the case, and the  
28 court granted it, scheduling the jury trial on December 16, 2019 (ECF Nos. 25, 26). The  
government requested to continue the trial, and the court granted it, scheduling the jury trial  
for April 20, 2020 (ECF Nos. 36, 37).

///

1 On November 7, 2019, the government filed a Motion to Prevent East Hawleywood  
2 Owners Association (EHOA) from foreclosing on 991 Feather Haven Court, Henderson,  
3 Nevada 89011 (ECF No. 40). Neither Umoren nor EHOA filed responses to the motion (*see*  
4 docket). On December 2, 2019, the government filed a reply to EHOA's nonresponse to the  
5 Motion to Prevent the Foreclosure (ECF No. 41). The government served the motion by  
6 mail. This Court ordered the Motion to Prevent Foreclosure be personally served and  
7 ordered that EHOA "may respond within 20 days of the date of service" (ECF No. 42).  
8 This Court order and the Motion to Prevent the Foreclosure were served on December 6,  
9 2019 (ECF No. 43). EHOA has not responded within the 20 days of the date of service per  
10 the court's order (ECF No. 42). The government filed its Renewed Reply to East  
11 Hawleywood Owners Association's Failure to Respond to the United States of America's  
12 Motion to Prevent Foreclosure ECF No. 40 on December 30, 2019 (ECF No. 44).

### 13 **B. Statement of Facts**

14 This Court entered Lis Pendens on November 2, 2018 and on October 9, 2019 (ECF  
15 No. 27), securing the judicial forfeiture of the real property known as 991 Feather Haven  
16 Court, Henderson, Nevada in accordance with an Indictment of the United States of  
17 America. The government recorded the Lis Pendens on November 5, 2018 and December  
18 11, 2019. According to the United States Marshals Service, 991 Feather Haven Court's  
19 value is \$315,000; according to the Clark County Assessor's Office, 991 Feather Haven  
20 Court's value is \$303,751; and according to Redfin.com, 991 Feather Haven Court's value is  
21 \$353,849.

22 Umoren stopped paying the HOA fees on the property. "The total amount due as of  
23 September 7, 2019 is \$10,363.58 and will continue to increase at the regular rate of accrual  
24 of [Umoren's] assessments, special assessment, late fees, & interest until [Umoren's]  
25 account is brought current." (brackets added), Exhibit 1 (Ex. 1), Notice of Default and  
26 Election to Sell under the Notice of Delinquent Assessment (Lien), attached hereto and  
27 incorporated herein by reference as if fully set forth herein. The notice declares,  
28 **"WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THE NOTICE,**

1 **YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! IF**  
2 **YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR**  
3 **PAYMENTS, IT MAY BE SOLD WIHTOUT ANY COURT ACTION ....” Ex.1 (in the**  
4 **original).**

5 As of December 26, 2019, the net equity value of the 991 Feather Haven Court is  
6 \$264,991.49. As of December 19, 2019, there are delinquent real property taxes due in the  
7 amount of \$3,697.51 with interest, late fees, and penalties accruing. As of September 7,  
8 2019, there is a delinquent assessment lien on the property in the amount of \$10,363.58 with  
9 interest, late fees, and penalties accruing.

10 While the property is pending the criminal trial, the amount of the delinquent  
11 assessment lien and the delinquent real property taxes will continue increasing.

## 12 **II. ARGUMENT**

13 The United States now requests this Court to authorize Doug Sawyer to sell the real  
14 property located at 991 Feather Haven Court, Henderson, Nevada 89011. The grounds for  
15 issuing the Order for an Interlocutory Sale are: (1) to liquidate the property to pay the past  
16 due homeowner association fees, taxes, assessments, special assessment, late fees, interest  
17 and penalties, stopping the accrual of them against the real property value.

18 This Court has authority to issue the Interlocutory Order of Sale. “At any time  
19 before entry of a final forfeiture order, the court, in accordance with Supplemental Rule  
20 G(7) of the Federal Rules of Civil Procedure, may order the interlocutory sale of property  
21 alleged to be forfeitable.” Fed. R. Crim. P. 32.2(b)(7).

22  
23 On motion by a party or a person having custody of the property, the court may order all  
24 or part of the property sold if: (A) the property is perishable or at risk of deterioration,  
25 decay, or injury by being detained in custody pending the action; (B) the expense of  
keeping the property is excessive or is disproportionate to its fair market value; (C) the  
property is subject to a mortgage or to taxes on which the owner is in default; or (D) the  
court finds other good cause.

26 Supplemental Rules G(7)(b)(i)(A)-(D) of the Supplemental Rules for Admiralty or Maritime  
27 Claims and Asset Forfeiture Actions of the Federal Rules of Civil Procedure (Supplemental  
28 Rules) (paragraphs omitted). Only one of the grounds for interlocutory sale is required since

Supplemental Rule G(7)(b) is disjunctive. See *Shelter Cove Marina, Ltd. v. M/Y ISABELLA*, No. 3:17-cv-01578-GPC-BLM, 2017 WL 5906673, 2 (S.D. Cal. Nov. 30, 2017) (explaining that another Supplemental Rule for interlocutory sale with similar language is disjunctive); *Cal. Yacht Marina-Chula Vista, LLC v. S/V OPILY*, No. 14-cv-1215-BAS-BGS, 2015 WL 1197540, 2 (S.D. Cal. Mar. 16, 2015) (same).

“A sale must be made by a United States agency that has authority to sell the property, by the agency’s contractor, or *by any person the court designates*.” Supplemental Rules G(7)(b)(ii) (emphasis added). The government recommends this Court to designate Doug Sawyer to sell the real property pursuant to “28 U.S.C. §§ 2001, 2002, and 2004.” Supplemental Rules G(7)(b)(iii). The government believes the listing of multiple listing service and approximately 50 of the other major internet websites for real property meets the requirements of 28 U.S.C. §§ 2001, 2002, and 2004.

These reasons for the interlocutory sale apply in this case regarding the property: (1) the property is subject to homeowner association fees, taxes, assessments, special assessment, late fees, interest, penalties, and their continual accrual against the real property’s value and (2) the court finds other good cause, (a) stopping the accruing of all the fees, taxes, assessments, late fee, interest, penalties, and the continual accrual of the fees against the real property value and (b) avoiding accidents and liability accruing against the real property. Supplemental Rule G(7)(b); Fed. R. Crim. P. 32.2(b)(7); see *United States v. One Parcel of Real Prop. Described as Lot 41, Berryhill Farm Estates*, 128 F.3d 1386, 1389–90 (10th Cir.1997). In *United States v. All Right, Title & Interest in Prop., Appurtenances, & Improvements Known as 479 Tamarind Drive, Hallendale, Fla.*, 98 CIV. 2279 DLC, 2012 WL 3886698, 2 (S.D.N.Y. Sept. 7, 2012) the court granted the interlocutory sale because the property had “[m]ore than \$40,437.55 in taxes... currently due... raising the risk that the County may move to impose a lien and thereby diminish the property’s value to the Government should this forfeiture action succeed.” *Id.* at 2 (brackets and ellipses added).

The accruing homeowner association fees, taxes, assessments, special assessment, late fees, and interest are decreasing the property’s equity. See Ex. 1. If an accident occurred

1 on the property, that would rapidly decreasing the property's equity. The government seeks  
2 to preserve as much of the equity as possible for the forfeiture proceedings. *United States v.*  
3 *Haley*, No. 11–CR–0540–WDQ, 2011 WL 6202787, 1 (D. Md. Dec. 8, 2011) (granting the  
4 interlocutory sale to avoid liability for accidents and to “avoid falling in arrears on the  
5 payment of applicable property taxes.”).

6 In *United States v. Fisch*, No. H-11-722, 2016 WL 4702588 (S.D. Tex. Sep. 8, 2016),  
7 the Interlocutory Sale was granted due to the accumulation of past due taxes. In *Fisch* the  
8 property was substitute property and was divisible with the defendant’s wife. Here the  
9 property was purchased with illegal proceeds and the whole amount is subject to forfeiture  
10 after the tax lien and fees are paid.

11 The sale proceeds of the real property will be the “substitute res subject to forfeiture  
12 in place of the property that was sold[, and] the United States must maintain them in an  
13 interest-bearing account.” Supplemental Rule G(7)(b)(iv) (brackets added); *United States v.*  
14 *King*, No. 10 CR. 122 (JGK), 2010 WL 4739791, 4 (S.D.N.Y. Nov. 12, 2010).

### 15 **III. CONCLUSION**

16 Based on the foregoing reasons, this Court should order the interlocutory sale of the  
17 real property located at 991 Feather Haven Court, Henderson, NV 89011.

18 Dated December 31, 2019.

19 Respectfully submitted,

20 NICHOLAS A. TRUTANICH  
21 United States Attorney

22 /s/ Daniel D. Hollingsworth  
23 DANIEL D. HOLLINGSWORTH  
24 Assistant United States Attorney

25 IT IS SO ORDERED:

26   
27 HONORABLE ANDREW P. GORDON  
28 UNITED STATES DISTRICT JUDGE

DATED: March 2, 2020

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District of Nevada  
Nevada Bar Number 13644  
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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
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2:19-CR-064-APG-NJK

**Index of Exhibits**

Exhibit 1 ..... Notice of Foreclosure

Exhibit 1 - Notice of Foreclosure

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Inst #: 20190919-0001172

Fees: \$290.00

09/19/2019 10:03:26 AM

Receipt #: 3841210

Requestor:

ACCOUNT RECOVERY SOLUTIONS

Recorded By: DOBLC Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

When Recorded, Mail To:

East Hawleywood Owners Association  
c/o Association Recovery Services  
7432 W. Sahara Ave., Ste. 101  
Las Vegas, NV 89117  
(702) 405-9306

A.P.N. No 160-33-616-005

T.S. No: ARS-14083

Title Order No.:

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER  
NOTICE OF DELINQUENT ASSESSMENT (LIEN)**

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!** IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. No sale date may be set until ninety (90) days from the date this notice of default was recorded and/or mailed to you. The total amount due as of September 7, 2019 is **\$10,363.58** and will continue to increase at the regular rate of accrual of your assessments, special assessments, late fees & interest until your account is brought current.

NOTICE IS HEREBY GIVEN THAT Association Recovery Services, is the duly appointed Agent/Trustee authorized by the Association to record the Notice of Delinquent Assessment obligations and enforce the lien by sale on behalf of East Hawleywood Owners Association ("Association"), pursuant to the terms contained in the Declaration of Covenants, Conditions and Restrictions (CC&Rs), recorded in the office of the Recorder of Clark County, Nevada, specifically, but not limited to, the CC&Rs recorded as instrument number 980804-01812 and any and all amendments or annexations or record thereto, describing the land therein. That the beneficial interest under said Notice of Delinquent Assessment is presently held by the Association. That a breach of, and default in, the obligation for which said Covenants, Conditions and Restrictions as security has occurred in that the payments(s) have not been made of periodic assessments, less credits and offsets, plus any late charges, interest, fees, charges, collections fees and costs, trustees fees, and any other sums, if any.

That by reason thereof, the present Association under such Covenants, Conditions and Restrictions, has executed and delivered to said Agent/Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Agent/Trustee, such Covenants, Conditions and Restrictions and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums

secured thereby immediately due and payable and has elected and does hereby elect to cause the herein described property, lien by said Association, to be sold to satisfy the obligation secured thereby

THIS NOTICE is given pursuant to N.R.S. 116 and pursuant to the Notice of Delinquent Assessment, recorded on July 9, 2019, as document/instrument number 20190709-0001166/20190709-0001166 of the official records in the office of the Recorder of Clark County, State of Nevada and more completely described in said Notice of Delinquent Assessment. Owner: 991 FEATHER HAVEN COURT L.L.C., Property Address: 991 FEATHER HAVEN CT, HENDERSON, NV 89011, Legal Description. TWO CROWS UNITS 1-4 AND PLAT BOOK 85 PAGE 23 LOT 8 BLOCK 2 in the County of Clark.

Upon your request, our office on behalf of East Hawleywood Owners Association ("Association") will provide you with a written itemization of the entire amount you must pay. You and your Association may mutually agree in writing prior to the foreclosure sale to, among other things, 1) provide additional time in which to cure the default by transfer of the property or otherwise 2) establish a schedule of payments in order to cure your default; or both (1) and (2). Following the expiration of the time period previously referred to, unless a separate written agreement between you and the Association permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your Association

While your property is in foreclosure proceedings, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage, or as required under your Covenants, Conditions and Restrictions. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions, East Hawleywood Owners Association ("Association") may insist that you do so in order to reinstate your account in good standing. In addition, the Association may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes and hazard insurance premiums

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, contact the following Agent/Trustee who has been authorized by the Association to enforce its lien by sale: Association Recovery Services on behalf of East Hawleywood Owners Association, 7432 W. Sahara Ave., Las Vegas, NV 89117 (702) 405-9306.

**Association Recovery Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.**

If you have any questions, you should contact an attorney or your Association. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the Association foreclosure

## **Statement for First Security Interest**

*(As required by NRS 116.3116)*

The amount of the association's lien that is prior to the first security interest on the unit as of the date of this notice is \$4,803.96.

The amount of the lien that is attributable to nine months of assessments based on the periodic budget adopted by the association as of the date of this notice is \$3,177.00.

The amount of lien that is attributable maintenance or abatement as of the date of this notice is \$0.00.

The amount of the lien that is attributable to the costs of enforcing the association's lien as of the date of this notice is \$1,626.96.

If the holder of the first security interest on the unit does not satisfy the amount of the association's lien that is prior to that first security interest pursuant to subsection 3 of NRS 116.3116, the association may foreclose its lien by sale and the sale may extinguish the first security interest as to the unit.

The following is an itemized amount of the costs of enforcing the association's lien that are prior to the security interest:

- (a) For a demand or intent to lien letter, \$150
- (b) For a notice of delinquent assessment, \$325
- (c) For an intent to record a notice of default letter, \$90
- (d) For a notice of default, \$400
- (e) For a trustee's sale guaranty, \$400

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER  
NOTICE OF DELINQUENT ASSESSMENT (LIEN)**

**REMEMBER, YOU MAY LOSE YOUR LEGAL RIGHTS IF YOU DO  
NOT TAKE PROMPT ACTION**

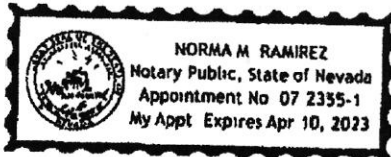
Dated September 7, 2019



By Amanda Davis, Trustee Sale Officer of Association Recovery Services, Agent/Trustee for and on behalf of East Hawleywood Owners Association

STATE OF NEVADA  
COUNTY OF CLARK

On September 7, 2019, before me the undersigned Notary Public in and for the said county, personally appeared Amanda Davis, personally known to me, or proved on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes mentioned within



  
NOTARY PUBLIC